

Privacy Act Statement. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, D.C. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the Administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public. Finally, the Attorney General intends, at the earliest possible opportunity, to make these public documents available on the Internet on the Department of Justice World Wide Web site.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

*Furnish this exhibit for EACH foreign principal listed in an initial statement
and for EACH additional foreign principal acquired subsequently.*

1. Name and address of registrant APCO Worldwide Inc. 1615 L Street, N.W. Suite 900 Washington, DC 20036		2. Registration No. 4561
3. Name of foreign principal Government of Bolivia	4. Principal address of foreign principal Embassy of the Republic of Bolivia 3014 Massachusetts Avenue, N.W. Washington, DC 20008	
5. Indicate whether your foreign principal is one of the following: <input checked="" type="checkbox"/> Foreign government <input type="checkbox"/> Foreign political party <input type="checkbox"/> Foreign or domestic organization: If either, check one of the following: <div style="display: flex; justify-content: space-between;"><div><input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Association</div><div><input type="checkbox"/> Committee <input type="checkbox"/> Voluntary group <input type="checkbox"/> Other (specify) _____</div></div> <input type="checkbox"/> Individual-State nationality _____		
6. If the foreign principal is a foreign government, state: a) Branch or agency represented by the registrant. The Ministry of Foreign Trade and Investment and the Agency for the Promotion of Investment (CEPROBOL) b) Name and title of official with whom registrant deals. Registrant deals with foreign principal through BG Consulting Inc., to whom Registrant serves as subcontractor.		
7. If the foreign principal is a foreign political party, state: N/A a) Principal address. b) Name and title of official with whom registrant deals. c) Principal aim		

8. If the foreign principal is not a foreign government or a foreign political party, N/A

a) State the nature of the business or activity of this foreign principal

b) Is this foreign principal

Supervised by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☐

Owned by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☐

Directed by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☐

Controlled by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☐

Financed by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☐

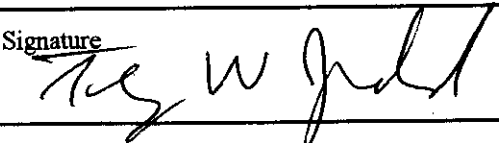
Subsidized in part by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☐

9. Explain fully all items answered "Yes" in Item 8(b). *(If additional space is needed, a full insert page must be used.)*

N/A

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

N/A

Date of Exhibit A 7-3-02	Name and Title Terry W. Judd, Vice President	Signature 
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INSTRUCTIONS: A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. One original and two legible photocopies of this form shall be filed for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

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Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant APCO Worldwide Inc.	2. Registration No. 4561
3. Name of Foreign Principal Government of Bolivia	

Check Appropriate Boxes:

4. ☐ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.

5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.

6. ☒ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.

The Registrant will provide services to the foreign principal through BG Consulting Inc. The agreement between the Registrant and BG Consulting Inc. is a formal written contract, a copy of which is attached to this exhibit.

7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

The Registrant will provide advice and counsel to the foreign principal through BG Consulting Inc. and will carry out activities to help promote positive U.S. - Bolivian relations, including providing representation assistance to Bolivian public officials.

The Registrant's fees and out-of-pocket expenses will be determined based on the scope of specific services to be agreed to in advance by the foreign principal and BG Consulting Inc. The Registrant's services in this regard are expected to continue at least until June 2003.

Formerly OBD-65


8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

The Registrant will provide advice and counsel to the foreign principal through BG Consulting Inc. and will carry out activities to help promote positive U.S. - Bolivian relations, including providing representation assistance to Bolivian public officials.

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

The Registrant's activities will include communications on behalf of the foreign principal with representatives of the media, U.S. government entities or other organizations concerning the development of positive U.S. - Bolivian relations.

Date of Exhibit B	Name and Title	Signature
7-3-02	Terry W. Judd, Vice President	

Footnote: Political activity as defined in Section 1(o) of the Act means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political interests, policies, or relations of a government of a foreign country or a foreign political party.

APCO

worldwide

June 25, 2002

BG Consulting Inc.
814 King Street, 4th Floor
Alexandria, VA 22314
Attn: Omar E. Garcia-Bolivar

Dear Mr. Garcia-Bolivar:

We are very pleased that APCO Worldwide Inc., a Delaware corporation, having its principal offices at 1615 L Street, NW, Suite 900, Washington, D.C., 20036 ("APCO", or the "Consultant"), has been engaged by BG Consulting Inc., a Washington, D.C., corporation, having its principal offices at 814 King Street, 4th Floor, Alexandria, VA 22314 ("BG"), in connection with the provision of consulting services by the Consultant as subcontractor to BG. This letter ("Agreement"), effective as of June 20, 2002 (the "Effective Date"), agreed by BG and the Consultant (together, the "Contractors"), sets forth our understanding of the terms and conditions relating to our performance of these services.

I. SCOPE OF WORK

The scope of work ("Scope of Work") of our present assignment will be to provide consulting services to BG in connection with BG's effort to promote investment in Bolivia on behalf of the Ministry of Foreign Trade and Investments of the Government of Bolivia (the "Project").

The Consultant shall undertake such activities in connection with the Project as BG shall request from time to time and shall provide BG with regular updates regarding the status of the Scope of Work and estimated delivery dates for specific work product requested by BG. Specifically, the Consultant shall undertake the activities specified in Exhibit A. In addition, the Consultant shall deliver all reports and other documents requested by BG within five (5) days of the mutually agreed deadline for delivery of such documents.

It is agreed that, should the Scope of Work as described above be changed in any material way, an adjustment to the Consultant's fees and promised delivery dates may be required. Consultant will undertake to advise BG promptly should any such adjustment be necessary and to negotiate with BG in good faith to arrive at a mutually acceptable

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revision to the Consultant's fees or delivery schedule.

II. STAFFING

Barry Schumacher shall serve as Project Manager for the Consultant and shall perform or cause the performance of the Consultant's obligations hereunder.

Should Barry be unable to perform the anticipated services because of his departure from the Consultant or by reason of other incapacity, the Contractors may agree to substitute another similarly qualified staff member. It is agreed that the Consultant may, from time to time, augment the above-described staff as needed to perform the Scope of Work, provided BG has previously approved.

III. FEES AND DISBURSEMENTS

The Consultant will provide the Scope of Work for a fixed fee of \$20,000.00 (the "Fixed Fee"), to be paid by BG in fixed installments as set forth in Exhibit B; provided, however, that BG shall be under no obligation to make any payment hereunder unless and until BG is paid such amount as part of the Project payments; and provided, further, that BG shall exercise best efforts to notify the Consultant within two (2) business days of BG becoming aware of any fact or circumstance that could reasonably be expected to result in BG's denial of payment to the Consultant in accordance with Exhibit B (including, without limitation, cancellation of the Project).

In addition to its fees, the Consultant will be entitled to reimbursement from BG for all disbursements and out-of-pocket expenses ("Disbursements") in connection with the performance of its work; provided, however, that such Disbursements are approved in advance by BG. Notwithstanding the foregoing, the Consultant shall be entitled to reimbursement from BG, without the need for BG's prior approval, for administrative expenses incurred by the Consultant up to a total amount of \$3,000.00 during the term of the Agreement. BG shall pay to the Consultant the amount of Disbursements actually incurred by the Consultant and up to the pre-approved amounts. Invoices for Disbursements actually incurred shall be submitted on a bi-monthly basis and shall be paid by BG within the two (2) weeks of submission.

The Consultant will also submit invoices to BG in respect of its fees. Each such invoice will be due and payable within two (2) weeks of receipt. Invoices for fees will only be submitted pursuant to the schedule set forth in Exhibit B. The Consultant reserves the right to impose an interest charge equal to its own borrowing rate in respect of any invoice which is outstanding for more than forty five (45) days; provided, however, that the Consultant shall not be entitled to impose such interest in the event that BG's payment delay is caused by BG's failure to receive the corresponding payment due to it from the Project and BG is diligently attempting to collect such amount.

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IV. TERM AND TERMINATION

The Consultant will provide its services for a total period of time of five (5) weeks as detailed in Exhibit A. If, by reason of force majeure or other circumstances beyond the reasonable control of the party requesting an extension, the foregoing period of time is exceeded, neither party will be liable to the other in connection with such extension.

This Agreement will be effective on the Effective Date and will terminate on the date that is one (1) year from the Effective Date ("Termination Date"); provided however, that the Consultant or BG will have the right to terminate this Agreement in advance of the Termination Date, but only upon the giving of sixty (60) days' prior written notice to BG or the Consultant, as the case may be. Notwithstanding the foregoing, BG shall have the right to terminate this Agreement immediately in the event that (a) the Consultant breaches any provision of this Agreement and such breach remains uncured for a period of two (2) weeks following the Consultant's receipt of written notice from BG, or (b) the Project is cancelled and BG delivers written notice of such cancellation to the Consultant. If BG terminates the Agreement, BG will compensate the Consultant in accordance with the terms and provisions of this Agreement, including, without limitation, subparagraph V.A. below, for its services through the date of termination and will indemnify the Consultant as provided in such subparagraph V.A.

V. GENERAL PROVISIONS

A. Rejection, Cancellation or Stopping of Scope of Work. BG will have the right to reject, cancel or stop any and all plans, schedules or work in progress under this Agreement (including, without limitation, upon termination of the Project), and, in such event, the Consultant will promptly take proper steps to carry out such instructions. However, in any such case, BG agrees to pay Consultant, in accordance with the terms and provisions of this Agreement, any and all proper charges earned and incurred by Consultant in connection with such work up to the time of its discontinuance or cancellation provided the rejection, cancellation or stop of plans, schedules or work in progress under this Agreement is not a consequence of Consultant's breach of the Agreement beyond any applicable cure period provided herein.

B. General Indemnity. BG will indemnify Consultant and its present or former officers, directors, employees, and agents (collectively, "Indemnitees"), against any loss or expense which Indemnitees may incur as the result of any claim, suit or proceeding made or brought against Indemnitees, or in which Indemnitees are asked to participate, based upon any materials Indemnitees prepare, publish or disseminate for BG based upon information provided or approved by BG prior to its dissemination, production or publication, as well as any claim or suit arising out of the nature or use of

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BG's products or Indemnitees' relationship with BG, except for losses or expenses that result from Indemnitees' negligence or willful misconduct.

C. Confidentiality. The Consultant will use good faith efforts to safeguard the confidentiality of all proprietary and other confidential information and materials provided by BG (including, without limitation, this Agreement) and to avoid any dissemination of any such information or materials (including, without limitation, the terms of this Agreement) without BG's explicit prior approval. Confidential information obtained by Consultant from BG in connection with this Agreement and the nature of activities conducted within the Scope of Work shall remain confidential for a period of five (5) years after termination of this Agreement, except to the extent that Consultant is required by law to disclose such information.

D. GOVERNING LAW, SUBMISSION TO JURISDICTION, AND CONSENT TO SUIT. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE DISTRICT OF COLUMBIA WITHOUT REGARD TO ITS CHOICE OF LAW PROVISIONS. BG SUBMITS ITSELF AND ITS PROPERTY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT TO THE NONEXCLUSIVE JURISDICTION OF ANY STATE OR FEDERAL COURT OF COMPETENT JURISDICTION IN THE DISTRICT OF COLUMBIA, AND ANY OTHER JURISDICTION WHERE IT OR ANY OF ITS PROPERTY MAY BE FOUND AND BG HEREBY ACCEPTS VENUE IN EACH SUCH COURT.

E. Dispute Resolution Procedure. In the event of a dispute, controversy or claim by and between BG and the Consultant arising out of or relating to this Agreement or matters related to this Agreement, the parties will first attempt in good faith to resolve through negotiation any such dispute, controversy or claim. Any party may initiate negotiations by providing written notice in letter form to the other parties, setting forth the subject of the dispute and the relief requested. Each recipient of such notice will respond in writing within five (5) business days with a statement of its position on, and recommended solution to, the dispute. If the dispute is not resolved by this exchange of correspondence, then senior management representatives of each party with full settlement authority will meet at a mutually agreeable time and place within fifteen (15) business days of the date of the initial notice in order to exchange relevant information and perspectives, and to attempt to resolve the dispute. If the dispute is not resolved by these negotiations, the matter will be submitted to an arbitral panel of the American Arbitration Association. The arbitration shall take place in Washington, D.C., or such other location as the parties may agree. The provisions of this clause may be enforced by any court of competent jurisdiction. Costs of arbitration, including reasonable attorney's fees, shall be paid by the party against whom final judgment is rendered.

F. Assignment. Neither party may assign any of its rights under this Agreement without the express written consent of the other party.

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G. Partial Invalidity. In the event that any provision of this Agreement shall be construed to be illegal or invalid for any reason, said illegality or invalidity shall not affect the remaining provisions hereof, but such illegal or invalid provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal or invalid provision had never been included herein.

H. Notices. All notices required or permitted to be given pursuant to this Agreement shall be deemed given, if and when personally delivered, delivered by fax or courier or by overnight mail delivery, in writing to the party or its designated agent or representative at the address stated in the first paragraph of this Agreement or at another address designated by the party.

I. Nature of Relationship. Nothing in this Agreement, in and of itself, shall create a partnership or joint venture between the parties, give either party the status of a shareholder or the right to share in the profits of the other party, or cause either party to be considered, for any purpose, an employee of the other party.

J. Counterparts. This Agreement may be executed in counterparts, each of which when so executed shall be deemed an original and all of which together shall constitute one and the same instrument.

K. Continuing Obligations. Except as otherwise specified in this Agreement, the obligation of this Agreement shall continue notwithstanding the termination of the Agreement.

L. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, between the parties concerning the subject matter of this Agreement. It may be changed only by a written agreement signed by the parties.

* * * * *

BG Consulting Inc.
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The Consultant is delighted to be working with BG and looks forward to a mutually productive and enjoyable relationship.

If the foregoing reflects BG's understanding of the terms and conditions of this Agreement, please execute two (2) copies of this Agreement and return one executed copy to APCO Worldwide Inc., attn: Carrie Cooper, 1615 L Street, N.W., Suite 900, Washington, D.C. 20036, for our files. A self-addressed envelope is enclosed for your convenience.

Sincerely,

APCO WORLDWIDE INC.

By:



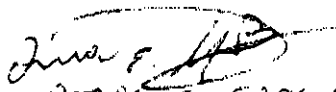
Neal Cohen

Title: Chairman, North America

AGREED TO AND ACCEPTED:

BG CONSULTING INC.

By:


Omar Garcia-Bouvier

Title:

President

Date:

07/02/02

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EXHIBIT A
Activities

Exhibit A			
Activity	Time	Activity	Time
Miscellaneous	Four Weeks	Review of promotional plan (II.1)	One week
		Review of promotional material (II.4)	One week in second month
Identification of "leads" along with team leader, CEPROBOL and MIGA (III.1)	Four weeks in third month	Preparation and making of event 1 along with team leader, CEPROBOL and MIGA (III.2)	Five weeks in fifth month
Visit to leads along with team leader, CEPROBOL and MIGA(III.1)	Four weeks in fourth month	Preparation and making of event 2 along with team leader, CEPROBOL and MIGA (III.2)	Five weeks in seventh month
	Twelve weeks		Twelve weeks
Total	Twenty four weeks		

Specifics	
Identification of "leads". Research, analysis, intelligence information	Review content of promotion plan. Suggest ideas to convince companies.
	Review promotional material.
Road shows. Visit, make presentations, follow-up	Organization of events. Invitations, finding venue, distribution of material, invitation to media.

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EXHIBIT B

Consultant's fees will be paid in accordance with this schedule:

- 15% after two weeks of signing Agreement
- 15 % after the second month of signing the Agreement and after BG having submitted data base and promotional plan of Project and received payments from Project,
- 15% after fourth month of Project, after initiation of third module and after BG being paid from Project,
- 15% after sixth month of Project and after BG being paid from Project,
- 15% after eighth month of Project and after BG being paid from Project,
- 25% after submission of final report of Project and after BG being paid from Project.